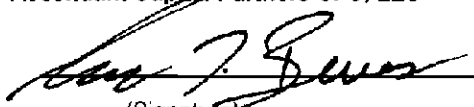

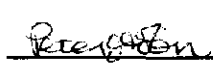
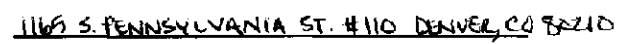


<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL AGREEMENT NO. 2</b>	<b>DATE:</b> <span style="font-size: 1.2em;">8/5/2011</span>
<b>TO LEASE NO. GS-08P-14304</b>		
<b>ADDRESS OF PREMISES:</b> Corporate Park at Stonegate – Building #2 15690 Parkerhouse Road Parker, Colorado 80134-9675		
This agreement made and entered into this date by and between <b>Ascendant Capital Partners CPS, LLC</b>  whose address is: 1165 S. Pennsylvania St. #110 Denver, Colorado 80210-1546  hereinafter called the Lessor, and the <b>UNITED STATES OF AMERICA</b> , hereinafter called the <b>Government</b> :  NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said		
Lease is amended,	August 1, 2011	as follows:
<p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>The purpose of this Supplemental Lease Agreement (SLA) No. 2, to lease GS-08P-14304, is to commence the Lease, adjust the rental rate to include the amortized Tenant Improvement Allowance and Building Security Amortization and to identify a lump sum payment for Building Security Amortization overages.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:</p> <p>1. Paragraph 1 of the Lease shall be deleted in its entirety and replaced with the following:</p> <p>"1. The Lessor hereby leases to the Government the following described premises:</p> <p>15,300 rentable square feet (13,531 ABOA square feet) of space on the first floor of the building located at corporate Park at Stonegate, Building #2, 15690 Parkerhouse Road, Parker, Colorado 80134-9675 and seven (7) on-site surface parking spaces for the exclusive use of Government employees as part of the rental consideration and to be used for such general office purposes as determined by the General Services Administration. The common area factor is agreed to as 1.130736827 or 13.0736827%."</p>		
CONTINUED ON PAGE 2		
All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
<b>LESSOR: Ascendant Capital Partners CPS, LLC</b>		
 (Signature)	 (Title)	
IN PRESENCE OF   (Signature)	 (Address)	
<b>UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION ROCKY MOUNTAIN REGION – PUBLIC BUILDINGS SERVICE – MOUNTAIN PLANS SERVICE CENTER</b>		
BY <u>TANYA BURKS</u> (Signature)	<b>CONTRACTING OFFICER</b> (Official Title)	

2. Paragraph 2 of the Lease shall be deleted and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 1, 2011, and continuing for a term through 5 years, expiring July 31, 2016, unless earlier terminated by the Government as may be herein after set forth."

3. Paragraph 3 is deleted in its entirety and the following is substituted therefore:

"3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

Months	Annual Shell	Annual Cost of Services	Annual Taxes	Annual Tenant Improvement Amortization	Annual Building Security Amortization	Total Annual Rent	Total Monthly Rent
Aug. 1, 2011 – July 31, 2012	\$238,353.32	\$36,164.00	\$34,425.00	\$4,090.44	\$20,611.32	\$333,644.08	\$27,803.67
Aug. 1, 2012 – July 31, 2013	\$244,320.32	\$36,164.00	\$34,425.00	\$4,090.44	\$20,611.32	\$339,611.08	\$28,300.92
Aug. 1, 2013 – July 31, 2014	\$250,287.32	\$36,164.00	\$34,425.00	\$4,090.44	\$20,611.32	\$345,578.08	\$28,798.17
Aug. 1, 2014 – July 31, 2015	\$256,560.32	\$36,164.00	\$34,425.00	\$4,090.44	\$20,611.32	\$351,851.08	\$29,320.92
Aug. 1, 2015 – July 31, 2016	\$262,833.32	\$36,164.00	\$34,425.00	\$4,090.44	\$20,611.32	\$358,124.08	\$29,843.67

The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 8CO2362. Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

Ascendent Capital Partners CPS, LLC  
1165 S. Pennsylvania St. #110  
Denver, CO 80210-1546"



4. Paragraph 7 of the Lease shall be deleted in it's entirety and replaced with the following:

"7. The tenant buildout will conform to the specifications in SFO 8CO2362 and are to be provided by the Lessor as part of the total rental payment. The tenant buildout costs of \$16,420.79 are amortized for a period of 60 months at 9.0%. The amortized tenant buildout costs are \$0.2673479 per rentable square foot."

5. The following Paragraph 19 shall be added to the Lease:

"19. Building Security costs for the project total \$141,841.35. The Government agrees to reimburse the Lessor with a lump sum payment of \$62,843.41 for a portion of the Building Security cost. The remaining balance of \$78,997.94 shall be amortized for a period of 60 months at 11.0%. The amortized Building Security costs are \$1.347145 per rentable square foot.

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Initials	
	
Govt	Lessor

The Government agrees to reimburse the Lessor a total of \$62,843.41 for the unamortized balance of the Building Security upon receipt of an acceptable itemized invoice from the Lessor:

Ascendent Capital Partners CPS, LLC  
1165 S. Pennsylvania St. #110  
Denver, CO 80210-1546

The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number PS0020937 for the overage in Building Security [Invoices submitted without the PDN are immediately returned to the Vendor.] Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Vendors who are unable to process the invoices electronically, may mail the invoices to the following address: GSA, Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas 76102."

6. Paragraph 15 of the Lease shall be deleted in it's entirety and replaced with the following:

"15. In accordance with Paragraph 2.2 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the "Aggregate Lease Value" for the initial firm term of this Lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.2, only [REDACTED] which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit.

Notwithstanding Paragraph 3 of the Standard Form 2, the shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments as indicated in this schedule for adjusted Monthly Rent:

First Month's Gross Rent is \$27,803.67 minus the Commission Credit of [REDACTED] First Month's adjusted Gross Monthly Rental Payment is [REDACTED]

Second Month's Gross Rent is \$27,803.67 minus the Commission Credit of [REDACTED] Second Month's adjusted Gross Monthly Rental Payment is [REDACTED]

END OF SLA NO. 2

Initials	
[Signature]	[Signature]
Govt	Lessor